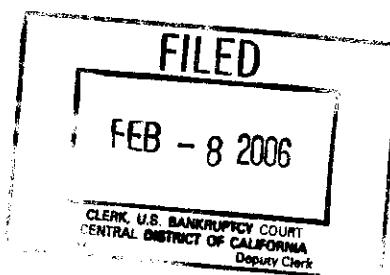


1 CRAIG G. STAUB, Bar No. CA 172857  
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3 A Professional Corporation  
4 2049 Century Park East  
5 5th Floor  
6 Los Angeles, CA 90067-3107  
7 Telephone: 310.553.0308  
8 Fax No.: 310.553.5583

9 Attorneys for Defendants  
10 UAL CORPORATION, FRANK COLOSI  
11 AND JONI TERAGAWACHI



12  
13 UNITED STATES BANKRUPTCY COURT  
14 CENTRAL DISTRICT OF CALIFORNIA

15 DONNA M. TRAPP, an individual  
16 Plaintiff,

17 v.  
18 UAL CORPORATION aka UNITED  
19 AIRLINES; JONI TECHAWASHI;  
20 FRANK COLOSI; JO MARGOLF;  
21 and DOES 1 TO 25, inclusive

22 Defendants.

23 Case No. *La 06-  
24 Ad 06- 01338 85*

25 **NOTICE OF REMOVAL**

26 **[28 U.S.C. §§ 1452; 1441; 1334]**

1 Pursuant to 28 U.S.C. §§ 1334(b), 1441 and 1452, Defendant UAL  
 2 Corporation (“United”) and individual defendants Frank Colosi (“Colosi”) and Joni  
 3 Teragawachi (“Teragawachi”) (erroneously sued and served as Joni Techawashi),  
 4 hereby remove case number BC 341429 from the Superior Court of the State of  
 5 California, Los Angeles County to the United States Bankruptcy Court for the Central  
 6 District of California. In support of this Notice, Defendants state:

7 1. On December 9, 2002 (the “Petition Date”), United filed a  
 8 voluntary petition for relief under Chapter 11 of Title 11 of the United States Code  
 9 (the “Bankruptcy Code”). United and its 27 affiliated debtors are continuing to  
 10 operate their businesses and manage their property as debtors in possession pursuant  
 11 to 11 U.S.C. § 1107(a) and 1108.

12 2. On October 24, 2003, Plaintiff Donna M. Trapp (“Plaintiff”) filed a  
 13 Complaint (referred to herein as the “First Adversary Complaint”) against United in  
 14 the Superior Court of the State of California, County of Los Angeles, Case Number  
 15 BC 304911, alleging wrongful termination in violation of public policy,  
 16 defamation/libel and intentional infliction of emotional distress. Plaintiff alleged that  
 17 she was subjected to unlawful treatment by United on or before October 28, 2002.  
 18 Complaint, ¶¶ 20-22, 40, 45. A true and correct copy of the First Adversary  
 19 Complaint is attached as Exhibit A.

20 3. On December 3, 2003, United removed the First Adversary  
 21 Complaint to the United States District Court, Central District of California, identified  
 22 as Case No. LA 03-99911XX, Adv. No. LA 03-02824-ES.

23 4. On May 27, 2004, United filed a motion to transfer venue of the  
 24 First Adversary Complaint proceeding pursuant to 28 U.S.C. § 1412 to the United  
 25 States District Court for the Northern District of Illinois, for reference to the  
 26 bankruptcy court in which the bankruptcy cases of United and 27 of its affiliates are  
 27 currently pending (“the Illinois Bankruptcy Court”).

28 5. On June 22, 2004, the Honorable Erithe A. Smith, judge presiding

1 in Courtroom 1645 of the United States Bankruptcy Court, Central District of  
 2 California, granted United's motion to transfer venue and order the matter transferred  
 3 to the Illinois Bankruptcy Court before the Honorable Eugene Wedoff.

4       6. On June 23, 2005, Judge Wedoff dismissed Plaintiff's First  
 5 Adversary Complaint, with prejudice, including all causes of action alleged therein.  
 6 Judge Wedoff deemed the First Adversary Complaint to be a filed proof of claim  
 7 pursuant to Rule 3001 of the Federal Rules of Bankruptcy. A certified copy of Judge  
 8 Wedoff's June 23, 2005 Order dismissing the First Adversary Complaint with  
 9 prejudice is attached as Exhibit B.

10       7. On October 19, 2005, Plaintiff filed the pending Complaint  
 11 (referred to herein as the "Second Adversary Complaint") against United, Colosi, Joni  
 12 Teragawachi and Jo Margolf ("Margolf"). A true and correct copy of the Second  
 13 Adversary Complaint is attached as Exhibit C. By this Notice, United removes the  
 14 Second Adversary Complaint to the United States Bankruptcy Court, Central District  
 15 of California.

16       8. The Second Adversary Complaint alleges causes of action for  
 17 Discrimination on the basis of Age and Disability, Harassment based on disability and  
 18 violation of the California Family Rights Act. Plaintiff alleges that she sustained a  
 19 disabling workplace injury on June 7, 2002 and that defendants treated her unlawfully  
 20 in response to her alleged disability. Although the Second Adversary Complaint  
 21 alleges new causes of action, it is based on virtually identical factual allegations to  
 22 those alleged in the First Adversary Complaint. [See Exhibit A, ¶¶ 6-31 and Exhibit C,  
 23 ¶¶ 8-24]. Plaintiff did not name any individual defendants in the First Adversary  
 24 Complaint, however, Colosi, Teragawachi and Margolf were all known to Plaintiff at  
 25 the time of filing the First Adversary Complaint and were specifically identified  
 26 therein. [See Exhibit A, ¶¶ 18-20, 45].

27       9. Defendant United received a copy of the Second Adversary  
 28 Complaint via Corporation Service Company on January 9, 2006. On January 9,

1 2006, United also received the Summons (a copy of which is attached hereto as  
 2 Exhibit D), Notice of Service of Process (a copy of which is attached hereto as Exhibit  
 3 E), Notice of Case Management Conference (a copy of which is attached hereto as  
 4 Exhibit F), and Notice of Case Assignment (a copy of which is attached hereto as  
 5 Exhibit G).

6 10. Colosi and Teragawachi were served with the Complaint after the date on which United was served. Colosi and Teragawachi join in the removal of this  
 7 action. Individual defendant Margolf has not been served with the Complaint as of  
 8 this date, however, Margolf also consents to and joins in the removal of this action.

9 11. The removed action is a core proceeding pursuant to 28 U.S.C.  
 10 §157(a)(2)(A),(B) and (o).

11 12. Pursuant to 28 U.S.C. § 1334(b), this Court has original jurisdiction over all matters related to a case under Title 11. This action is related to United's  
 12 bankruptcy cases because Plaintiff seeks a judgment against the assets of United  
 13 bankruptcy estate. As such, Plaintiff's claims may directly affect the assets of the  
 14 estate that will be available to creditors, it is, therefore, related to United's bankruptcy  
 15 cases. Accordingly, this Court has original jurisdiction over the instant adversary  
 16 proceeding.

17 13. Jurisdiction also exists in the Bankruptcy Court for the Northern  
 18 District of Illinois pursuant to 28 U.S.C. § 1334 (e) which provides that "[t]he district  
 19 court in which a case under Title 11 is commenced or is pending shall have exclusive  
 20 jurisdiction of all of the property, wherever located, of the debtor as of the  
 21 commencement of such case, and of property of the estate." This action seeks to  
 22 recover assets of the estate, and therefore, falls squarely within the jurisdiction of the  
 23 Bankruptcy Court for the Northern District of Illinois. If necessary, Defendants will  
 24 file a Motion to Transfer Venue of the Second Adversary Complaint to the Northern  
 25 District of Illinois pursuant to 28 U.S.C. § 1412, similar to one file in connection with  
 26 the transfer of the First Adversary Complaint.

1           14. Removal of this action is proper pursuant to 28 U.S.C. § 1452(a)  
 2 because this Court has original jurisdiction under 28 U.S.C. 1334(b) and (e). Pursuant  
 3 to Local Bankruptcy Rule 9027-1 and Rule 9027(a) of the Federal Rules of  
 4 Bankruptcy Procedure, United is filing this Notice of Removal in the United States  
 5 Bankruptcy Court for the Central District of California, Los Angeles Division.

6           15. Pursuant to 28 U.S.C. § 1446(d), United states that it shall promptly  
 7 file a copy of this Notice with the Clerk of the Superior Court of the State of  
 8 California, Los Angeles County, and upon all counsel in this action.

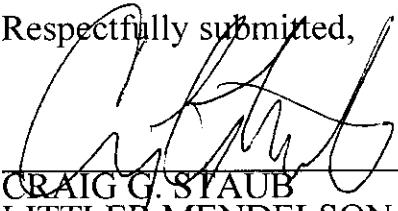
9           16. United also has filed a Suggestion of Bankruptcy with the Superior  
 10 Court of California to provide notice that the above-captioned action, which could  
 11 have been commenced before the commencement of United's bankruptcy case, is  
 12 subject to the automatic stay pursuant to 11 U.S.C. § 362. A true and correct copy of  
 13 the Suggestion of Bankruptcy and Notice of Discharge is attached hereto as Exhibit H.

14           17. In accordance with 28 U.S.C. § 1446(a), copies of all process,  
 15 pleadings and orders served upon United in Case No. BC 341429 are attached to this  
 16 Notice of Removal.

17           WHEREFORE, for the foregoing reasons, United respectfully requests  
 18 that this Court remove this action from the Superior Court of the State of California,  
 19 Los Angeles County.

20 Dated: February 7, 2006

21           Respectfully submitted,

22             
 23 CRAIG G. STAUB  
 24 LITTLER MENDELSON  
 25 A Professional Corporation  
 26 Attorneys for Defendants  
 27 UAL CORPORATION, FRANK  
 28 COLOSI AND JONI TERAGAWACHI



1 Donna M. Trapp  
2 6015 Pacific Avenue, #101  
3 Playa Del Rey, CA 90293  
4 Telephone (310) 686-8357

5 Plaintiff, In Pro Per  
6  
7

**ORIGINAL FILED**

OCT 24 2003

**LOS ANGELES  
SUPERIOR COURT**

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

DONNA M. TRAPP, an individual

CASE NO. **BC 304911**

Plaintiff,

**COMPLAINT FOR DAMAGES FOR:**

1. **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY;**
2. **DEFAMATION/LIBEL; AND**
3. **INTENTIONAL INFILCTION OF EMOTIONAL DISTRESS**

UNITED AIR LINES, INC., a Delaware corporation; and  
DOES 1 through 100, Inclusive,

Defendants.

Plaintiff, DONNA M. TRAPP, alleges:

//  
//  
//

1  
**COMPLAINT FOR DAMAGES**

GENERAL ALLEGATIONS

1. Plaintiff, DONNA M. TRAPP (hereinafter referred to as "Plaintiff") is, and at all  
2 times herein was, an individual residing in the County of Los Angeles, State of California.

2. Defendant UNITED AIR LINES, INC. (hereinafter referred to as "UNITED") is,  
3 and at all times herein mentioned was, a Delaware corporation operating in the County of Los  
4 Angeles, State of California.

3. Plaintiff is ignorant of the true names and capacities of Defendants sued herein as  
4 DOES 1 through 100, inclusive, and therefore sues these Defendants by such fictitious names.  
5 Plaintiff will amend this complaint to allege their true names and capacities when ascertained.

6 Plaintiff is informed and believes and thereon alleges that each of the fictitiously named  
7 Defendants is responsible as hereinafter shown for the occurrences and injuries to Plaintiff as  
8 herein alleged.

9 4. Venue is proper in Los Angeles County under C.C.P. §395 and sub-venue  
10 is proper in L.A.S.C. Central District pursuant to L.A.S.C Rule 2.0 (c). The injuries and events  
11 that form the basis of this action were suffered in Los Angeles, California.

12 6. Plaintiff was employed by Defendant UNITED as a flight attendant from June 14,  
13 1987 to January 7, 2003, at which time Plaintiff was forced by Defendant UNITED to resign  
14 under threat of termination.

15 7. In or about January 1994, in the scope of Plaintiff's employment with UNITED,  
16 Plaintiff was injured while on the job and received workers compensation benefits until Plaintiff  
17 was released to return to work in or about September 1994.

18 8. After Plaintiff's return to work, in or about February 1995, Plaintiff took a  
19 medical leave as a result of an infection following oral surgery and related heart problems.  
20 Plaintiff was released to work just prior to the seven (7) year limit on her medical leave status.

2  
COMPLAINT FOR DAMAGES

1 Plaintiff was promoted to regular full-time employee status as of February 12, 2002.

2 9. On or about May 13, 2002, Plaintiff began UNITED's mandatory five and a half  
3 week re-qualification program in Chicago, Illinois. Plaintiff received a salary while she  
4 participated in the mandatory training program.

5 10. During said re-qualification program, on or about June 7, 2002, Plaintiff sustained  
6 injuries to her lower and mid-back, neck, and knee, which caused her to become disabled, when  
7 she slid down the aircraft emergency slide during the requisite emergency evacuation drill and  
8 the trainers, UNITED employees, failed to catch Plaintiff at the bottom of the slide.

9 11. Plaintiff was examined by a UNITED nurse, Monica McAndrews, on or about  
10 June 10, 2002 and again on June 12, 2002 when Plaintiff's condition worsened. McAndrews  
11 determined that Plaintiff could not return to work, and she sent a facsimile to the supervisor of  
12 the re-qualification program, Bryan Decker, stating that Plaintiff was not permitted to complete  
13 the last portion of the re-qualification program, the on-board flight on June 12, 2002, until she  
14 became fit to fly.

15 12. Bryan Decker told Plaintiff that she could not participate in the final portion of the  
16 re-qualification training and thus she would have to return to Los Angeles and report to Jo  
17 Margof, Supervisor of On Board Services, to sign termination papers.

18 13. Prior to returning to Los Angeles, Plaintiff attempted to get released to work so  
19 that she could participate in the final flight portion of the re-qualification training program.  
20 Several UNITED company nurses and medical doctors refused to examine Plaintiff to re-evaluate  
21 her for release to work, including Dr. Gary Kohn, M.D.

22 14. On or about June 14, 2002, Plaintiff filed a workers compensation claim for those  
23 injuries sustained during the re-qualification training program.

24 15. On or about June 14, 2002, Plaintiff had a meeting with UNITED's human

1 resources representatives, including Jo Margof, where she informed that she would have the  
2 choice of retiring with benefits or being terminated with no benefits.

3 16. On or about June 21, 2002, Plaintiff was examined by a UNITED medical doctor,  
4 who determined that Plaintiff was injured from the work-related accident and she was unable to  
5 return to work.  
6

7 17. Despite the determination by the UNITED medical doctor several days prior, on  
8 or about June 26, 2002, Defendant UNITED informed Plaintiff that it was investigating her  
9 occupational injury of June 2002. UNITED human resources representatives again reiterated  
10 that she had to decide if she wanted to retire with benefits or to be terminated with no benefits.  
11

12 18. In or about July 2002, Plaintiff again met with UNITED's human resources  
13 representatives, including Jo Margof, Frank Colosi and Pam Wilson, union representative Charlie  
14 Costello, and manager Carol Weaver. The UNITED supervisors expressed that they had doubts  
15 that Plaintiff was injured when sliding down the emergency evacuation slide and that UNITED  
16 would investigate her workers compensation claim. Plaintiff was told by her union  
17 representative that, if she failed to cooperate in the investigation, she would be terminated.  
18 Plaintiff was again told by UNITED that she had to choose between retiring with benefits and  
19 being terminated with nothing. Plaintiff is informed and believes that Defendant UNITED  
20 decided to terminate her prior to conducting its alleged investigation into Plaintiff's injuries and  
21 workers compensation claim.

22 19. In or about August 2002, Plaintiff again met with Jo Margof, Charlie Costello,  
23 Carol Weaver, Frank Colosi and Pam Wilson and was again pressured to resign when told that  
24 she will be terminated so they suggested she resign instead.  
25

26 20. On or about October 28, 2002, Jo Margof, Supervisor of On Board Services for  
27 Defendant UNITED, issued a letter of charge to Plaintiff, falsely accusing Plaintiff of violating  
28

1 Articles 6 and 8 of UNITED's Articles of Conduct, known that those accusations made against  
2 Plaintiff were false. Defendant UNITED made those false accusations in the letter of charge in  
3 retaliation for filing a workers compensation claim in June 2002. Said letter of charge states  
4 specifically,

5 "Upon your return from a Medical Leave of Absence, February 13, 1995-  
6 February 11, 2002 and while attending the emergency training portion of  
7 the training program, you provided false information to the Company  
8 pertaining to your alleged injury of June 7, 2002... You provided false  
9 and conflicting information when you misrepresented the circumstances  
10 involved in the alleged injury, as well as the nature and extent of the  
11 injury..."

12 The letter of charge was based upon the medical report of Dr. Gary Kohn, M.D., a  
13 UNITED company medical doctor in Chicago, Illinois who refused to see Plaintiff in  
14 June 2002 and never examined Plaintiff. Plaintiff is informed and believe that Dr.  
15 Kohn's report was knowingly fabricated and untrue. Plaintiff is further informed and  
16 believes that UNITED relied on Dr. Kohn's false report knowing that it was fabricated  
17 and untrue.

18 21. Article 6 of UNITED's Articles of Conduct states, "Falsely claiming sick,  
19 occupational, or other paid leave or worker's compensation benefits or furnishing false  
20 information concerning absence."

21 22. Article 8 of UNITED's Articles of Conduct states, "Submitting or allowing to be  
22 submitted false information to the Company or any falsification of Company records or reports."

23 23. The letter of charge further states that a copy of the letter would be placed in  
24 Plaintiff's personnel file. Said letter of charge was carbon copied to Pam Wilson, Carol Weaver,

1 Frank Colosi, and Office of Workforce Diversity.

2 24. Plaintiff received said letter of charge on November 12, 2002.

3 25. A hearing was set by UNITED for November 6, 2002 and was continued to  
4 January 7, 2003.

5 26. Plaintiff further alleges that she was not permitted by UNITED to access the  
6 evidence necessary to refute the charges made by UNITED.

7 27. Plaintiff is informed and believes that her union was not willing to help  
8 her dispute the false allegations made by UNITED, as evidenced by her union representative's  
9 actions throughout the investigation, including but not limited to the union representative's  
10 unwillingness to file a grievance on behalf of Plaintiff despite the pleas made by Plaintiff.

11 28. Plaintiff was entitled to six (6) months pay while on occupational leave if injured  
12 in the scope of employment. On or about November 2002, Plaintiff demanded the 6-months of  
13 compensation in a letter to her union representative and to UNITED's human resources  
14 department, but UNITED refused to pay Plaintiff and her union refused to intervene and allow  
15 Plaintiff to file a grievance.

16 29. On or about January 7, 2003, Plaintiff's union representative, Charlie Costello,  
17 informed Plaintiff that she would be terminated, without doubt, after the hearing of that same  
18 day, regardless of any evidence she produced that would refute the charges made by UNITED.

19 30. Plaintiff is informed and believes that, after she became disabled from the injuries  
20 sustained in the emergency slide accident of June 2002, rather than grant her an extended  
21 disability leave, UNITED fabricated those charges against her and forced her to resign.

22 31. Plaintiff was forced to resign from her employment with UNITED on January 7,  
23 2003 just prior to the hearing because she had no reasonable alternative considering the  
24 statements made to Plaintiff by UNITED employees, and also her union representative.

1 throughout the investigation into these false accusations against Plaintiff.

2

3 **FIRST CAUSE OF ACTION FOR**

4 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

5 (Against All Defendants)

6

7 32. Plaintiff repeats and incorporates by this reference, paragraphs 1 through 31,  
8 supra., as though fully set forth herein.

9

10 33. The above-described conduct of Defendant UNITED constitutes retaliation and  
11 wrongful termination of Plaintiff in violation of public policy.

12

13 34. Defendant UNITED intentionally and knowingly created and permitted working  
14 conditions for Plaintiff that were so intolerable and aggravated that a reasonable employer would  
15 realize that a reasonable person in the employee's position would be compelled to resign. Plaintiff  
16 was repeatedly told that she would be terminated without doubt on January 7, 2003, and unless she  
17 resigned, she would not continue to receive the benefits to which she was entitled. Thus, by creating  
18 a situation where Plaintiff was compelled to resign, Plaintiff's employment was terminated by  
19 UNITED on January 7, 2003 when she resigned.

20

21 35. That the conduct of Defendant UNITED, in falsely accusing Plaintiff of reporting  
22 false information to the company regarding an occupational leave and workers compensation  
23 benefits, and by engaging in conduct that forced Plaintiff to resign, caused Plaintiff to suffer  
24 economic damages in the form of lost wages and other employment benefits, including 6-months of  
25 salary for occupational leave, according to proof at trial.

26

27 36. That as a proximate result of the acts of Defendant UNITED, as described above,  
28 Plaintiff has suffered physical and mental injuries in an amount to be ascertained at the time of  
trial.

7  
\_\_\_\_\_  
COMPLAINT FOR DAMAGES

1       37.    As a proximate result of the acts of Defendant UNITED, Plaintiff has  
2 suffered and continues to suffer humiliation, mental and physical distress, anxiety, nervousness,  
3 stress, and has been generally damaged in an amount to be ascertained at the time of trial.  
4

5       38.    That the acts of Defendant UNITED in intentionally and knowingly  
6 providing false information and making false accusations, and refusing to provide true  
7 information, about Plaintiff's injuries, her reports of those injuries and Defendant's investigation  
8 into Plaintiff's injuries and her workers compensation claim, with the intention of terminating  
9 her employment and essentially "blacklisting" Plaintiff, were willful and malicious and done in  
10 conscious disregard of Plaintiff's rights, safety and well being and with the intent to vex, injure  
11 and annoy Plaintiff, as such Plaintiff requests that exemplary and punitive damages be assessed  
12 against each of these defendants in an amount sufficient to punish said Defendant and to deter  
13 others from engaging in similar conduct.  
14

15

16

**SECOND CAUSE OF ACTION**

17

**FOR DEFAMATION/LIBEL**

18

**(As Against All Defendants)**

20       39.    Plaintiff repeats and repleads all allegations contained in paragraphs 1 through 38  
21 above, as though fully set forth in this cause of action.

22

23       40.    That the statements made by Defendant UNITED, by and through its employees  
24 and supervisors, as set forth in paragraphs 20 through 22 above, were knowingly false and  
25 defamatory. Based on those knowingly false statements, Defendant UNITED forced Plaintiff to  
26 resign because of the alleged falsification of company records and making a false claim for  
27 workers compensation.

28

29       41.    That the false and defamatory statements of defendant UNITED, which pertain to

1 Plaintiff's integrity, reliability and professionalism, are ~~pr~~ ~~ed~~ to have caused actual damage  
2 to Plaintiff's reputation as a matter of law. Those false and defamatory statements have a  
3 tendency to injure Plaintiff in her occupation and they exposed Plaintiff to hatred, contempt and  
4 ridicule.

5 42. Those statements are defamatory "per se" because they falsely accuse Plaintiff of  
6 conduct that constitutes a crime, making a false worker's compensation claim, and they tend to  
7 directly injure Plaintiff in respect to her profession and trade by imputing to her dishonesty and  
8 violation of company policy, resulting in her termination.

9 43. That, as set forth above, defendant UNITED made the aforementioned defamatory  
10 statements with the intention of causing damage to Plaintiff's reputation and also to create an  
11 otherwise non-existent basis for her termination.

12 44. Under the principles of respondeat superior, UNITED may be held vicariously  
13 liable for the defamatory statements regarding Plaintiff of its supervisors and managers in the  
14 course and scope of employment.

15 45. On or about October 28, 2002, Defendant UNITED created and issued, by and  
16 through its Supervisor of On-board Services, Jo Margof, a letter of charge that falsely accused  
17 Plaintiff of providing false and conflicting information to the Company pertaining to Plaintiff's  
18 injury of June 7, 2002, misrepresenting the circumstances involved in the injury, as well as the  
19 nature and extent of the injury, and making a false claim for workers compensation and  
20 occupational leave. This letter was carbon copied to Pam Wilson, Carol Weaver, Frank Colosi,  
21 and Office of Workforce Diversity. Further, this letter was placed in Plaintiff's personnel file at  
22 UNITED. Thus, the letter was communicated to numerous people other than Plaintiff, which  
23 constitutes publication of the defamatory statements.

24 46. That as a proximate result of the acts of Defendant UNITED, as described above,

9  
COMPLAINT FOR DAMAGES

1 Plaintiff has suffered and continues to suffer economic damages, including lost wages, in an  
2 amount to be ascertained at the time of trial.

3 47. That as a proximate result of the acts of Defendant UNITED, as described above,

4 Plaintiff has suffered physical and mental injuries in an amount to be ascertained at the time of  
5 trial.

6 48. That as a proximate result of the acts of Defendant UNITED, as described above,

7 Plaintiff has suffered and continues to suffer humiliation, mental and physical distress, anxiety,  
8 nervousness, stress, and have been generally damaged in an amount to be ascertained at the time  
9 of trial.

10 49. That the acts of Defendant UNITED in intentionally and knowingly providing  
11 false information, and refusing to provide true information, about Plaintiff's injuries, her reports  
12 of those injuries and Defendant's investigation into Plaintiff's injuries and her workers  
13 compensation claim, with the intention of wrongfully terminating her employment and  
14 "blacklisting" Plaintiff, were willful and malicious and done in conscious disregard of Plaintiff's  
15 rights, safety and well being and with the intent to vex, injure and annoy Plaintiff, as such  
16 Plaintiff request that exemplary and punitive damages be assessed defendant UNITED in an  
17 amount sufficient to punish said Defendant and to deter others from engaging in similar conduct.

18 //

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COMPLAINT FOR DAMAGES

### THIRD CAUSE OF A

## FOR INTENTIONAL INFILCTION OF EMOTIONAL DISTRESS

**(As Against All Defendants)**

50. Plaintiff repeats and repleads all allegations contained in paragraphs 1 through 49, above, as though fully set forth in this cause of action.

51. That the conduct of defendant UNITED, as described above, knowing that injury to Plaintiff was likely to result, is extreme and outrageous and exceeds all standards of decency normally associated with a civilized society; that such conduct was intentional and malicious and done for the purpose of causing Plaintiff to suffer humiliation, mental anguish, and emotional and physical distress.

52. That Plaintiff did in fact suffer severe emotional distress as a direct and proximate result of the above-described conduct; that defendant UNITED either knew that their conduct would cause Plaintiff severe emotional distress, or it was reckless in its disregard of the likelihood that such conduct would result in such severe emotional distress.

53. That as a proximate result of the acts of Defendant UNITED, as described above, Plaintiff has suffered and continues to suffer economic damages, including lost wages, in an amount to be ascertained at the time of trial.

54. That as a proximate result of the acts of Defendant UNITED, Plaintiff has suffered and continues to suffer humiliation, mental and physical distress, anxiety, nervousness, stress, and has been generally damaged in an amount to be ascertained at the time of trial.

25       55.    That the acts of Defendant UNITED in intentionally and knowingly providing  
26       false information, and refusing to provide true information about Plaintiff's injuries, her reports  
27       of those injuries and Defendant's investigation into Plaintiff's injuries and her workers  
28       compensation claim and occupational leave, with the intention of wrongfully terminating her

1 employment and "blacklisting" Plaintiff, were willful and malicious and done in conscious  
2 disregard of Plaintiff's rights, safety and well being and with the intent to vex, injure and annoy  
3 Plaintiff, as such Plaintiff request that exemplary and punitive damages be assessed against  
4 defendant UNITED in an amount sufficient to punish said Defendant and to deter others from  
5 engaging in similar conduct.

7  
8 WHEREFORE, Plaintiff prays for judgment as against Defendant, as follows:

10 **ON THE FIRST AND THIRD CAUSES OF ACTION**

11 (As Against All Defendants)

13 1. For compensatory damages against all Defendants, and each of them, according to  
14 proof;  
15 2. For general damages against all Defendants, each of them, according to proof;  
16 3. For costs of suit incurred herein;  
17 4. For exemplary and punitive damages against each individual Defendant,  
18 according to proof;  
19 5. For such other and further relief as the court deems just and proper.

21 **ON THE SECOND CAUSE OF ACTION**

23 (As Against All Defendants)

25 1. For compensatory damages against all Defendants, and each of them, according to  
26 proof;  
27 2. For general damages against all Defendants, each of them, according to proof;  
28 3. For special damages against all Defendants, and each of them, according to proof;

1  
2 4. For costs incurred herein;  
3 5. For exemplary damages according to proof;  
4 6. For such other and further relief as the court deems just and proper.  
5  
6

7 Dated: October 25, 2003

8 By:

9 Donna Trapp  
10 DONNA TRAPP, Plaintiff  
11 In Pro Per  
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Complaint for Damages

12

Corporation Service Company  
 2711 Centerville Road Suite 400, Wilmington, DE, 19808  
 (888) 690-2882 sop@cscinfo.com 03 LT 1305

United States Corporation Company

The Prentice-Hall Corporation System, Inc.

## NOTICE OF SERVICE OF PROCESS

Date Processed: 04-NOV-03

Transmittal #: CA190456SP ALL

To: CHERYL TEDIO  
 UAL CORPORATION (UNITED AIRLINES-WHQ)  
 1200 EAST ALCONQUIN ROAD  
 ELK GROVE VILLA IL 60007

Redirect sent to:

TYPE OF REPRESENTATION: Statutory

C. TEDIO

We enclose the following documents which were served upon:

The Prentice-Hall Corporation System, Inc.  
 as registered agent in California for

11/15 2003

UNITED AIR LINES, INC. (ID#: 0115287)  
 Documents were served on 03-NOV-03 via Personal Service ID#: N/A

WHQD

Title of Action: DONNA M. TRAPP, ETC.

Case #: BC304911

vs. UNITED AIR LINES, INC., ETC, ET AL.

Court: LOS ANGELES COUNTY SUPERIOR COURT, CA

Nature of Case: Wrongful Termination

Summons  
 Complaint  
 Garnishment  
 Subpoena

Notice of Mechanic's Lien  
 Notice of Attorney's Lien  
 Notice of Default Judgment

A self-addressed stamped  
 envelope enclosed  
 Duplicate copies of the Notice  
 and Acknowledgement enclosed

Other: PROOF OF SERVICE-SUMMONS, CIVIL, CASE COVER SHEET, RTC

Answer Due: 30 CALENDAR DAYS

Documents Sent: Federal Express

ID#:

Call Placed: No call placed

Spoke to: N/A

Comments: RECEIVED AS "UNITED AIR LINES, INC., A DELAWARE CORPORATION"

Attorney for Claimant:

DONNA M. TRAPP  
 6615 PACIFIC AVENUE  
 #101  
 PLAYA DRI. RY, CA 90203  
 310-686-8357

Form Prepared By: Linda Mason

Original Client Copy - for your records

The information on this transmittal is provided for use in forwarding the attached documents. This information does not constitute a legal opinion as to the facts or details of this action. That should be obtained from the documents themselves. The receiver of this transmittal is responsible for interpreting the documents and for taking appropriate action. If you have received only a copy of the transmittal, you should be aware that the documents have been sent to the original addressee. You should contact that addressee for details or interpretations of the content of these documents.

ATTORNEY OR PARTY WITHOUT ATTORNEY (State bar number, and address):  
 Donna Trapp, In Pro. Per.  
 6615 Pacific Avenue, Apt 101  
 Playa Del Rey, CA 90290

TELEPHONE NO.: (310) 686-8357 FAX NO.:  
 ATTORNEY FOR (name): In Pro. Per.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES  
 STREET ADDRESS: 111 North Hill Street  
 MAILING ADDRESS: 111 North Hill Street  
 CITY AND ZIP CODE: Los Angeles, California 90012  
 BRANCH NAME: CENTRAL DISTRICT

CASE NAME: Donna Trapp v. United Airlines, Inc.

FOR COURT USE ONLY

ORIGINAL FILED

OCT 24 2003

LOS ANGELES  
 SUPERIOR COURT

CASE NUMBER:

BC 304911

JUDGE:

DEPT.:

All five (5) items below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort

Auto (22)

Uninsured motorist (48)

Other PI/PD/WD (Personal Injury/Property  
 Damage/Wrongful Death) Tort

Asbestos (34)

Product liability (24)

Medical malpractice (45)

Other PI/PD/WD (29)

Non-PI/PD/WD (Other) Tort

Business tort/unfair business practice (07)

Civil rights (08)

Defamation (13)

Fraud (16)

Intellectual property (19)

Professional negligence (25)

Other non-PI/PD/WD tort (35)

Employment

Wrongful termination (38)

Other employment (15)

Complex Case Designation

Counter  Joinder  
 Filed with first appearance by defendant  
 (Cal. Rules of Court, rule 1811)

Breach of contract/warranty (06)

Collections (09)

Insurance coverage (18)

Other contract (37)

Real Property

Residential/land/inverse  
 condemnation (14)

Wrongful eviction (33)

Other real property (28)

Unlawful Detainer

Commercial (31)

Residential (32)

Drugs (38)

Judicial Review

Asset forfeiture (06)

Petition re: arbitration award (11)

Writ of mandate (02)

Other judicial review (39)

Provisionally Complex Civil Litigation  
 (Cal. Rules of Court, rules 1800-1812)

Antitrust/Trade regulation (03)

Construction defect (10)

Mass tort (40)

Securities litigation (28)

Environmental/Toxic tort (30)

Insurance coverage claims arising from the  
 above listed provisionally complex case  
 types (41)

Enforcement of Judgment

Enforcement of judgment (20)

Miscellaneous Civil Complaint

RICO (27)

Other complaint (not specified above) (42)

Miscellaneous Civil Petition

Partnership and corporate governance (21)

Other petition (not specified above) (43)

2. This case  is  is not complex under rule 1800 of the California Rules of Court. If case is complex, mark the factors  
 requiring exceptional judicial management:

a.  Large number of separately represented parties

d.  Large number of witnesses

b.  Extensive motion practice relating difficult or novel

c.  Coordination with related actions pending in one or more courts  
 in other counties, states or countries, or in a federal court

c.  Substantial amount of documentary evidence

f.  Substantial post-judgment judicial supervision

3. Type of remedies sought (check all that apply):

a.  Monetary b.  Nonmonetary; declaratory or injunctive relief c.  Punitive

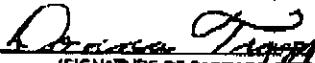
4. Number of causes of action (specify): Three (3)

5. This case  is  is not a class action suit

Date: October 23, 2003

Donna Trapp, In Pro. Per.

(Type or Print Name)

  
 SIGNATURE OF PARTY OR ATTORNEY FOR PARTY

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate, Family, or Welfare and Institutions Code). (Cal. Rules of Court, rule 201.8.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 1800 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a complex case, this cover sheet shall be used for statistical purposes only.

Page 1 of 2

Form 17-1000  
 July 1, 2001  
 CAO-10 (Rev. July 1, 2003)

CIVIL CASE COVER SHEET

Legal  
 Solutions  
 & Plus

Cal. Rules of Court, rules 1800-1812  
 Standards of Judicial Administration, § 18

Shortcase Trapp v. United Airlines, Inc.

NUMBER

**CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION  
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

**This form is required in all new civil case filings in the Los Angeles Superior Court**

I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JUR'Y TRIAL?  YES CLASS ACTION?  YES LIMITED CASE?  YES TIME ESTIMATED FOR TRIAL 5-7  HOURS/  DAY

II. Select the correct district and courthouse location (4 steps - if you checked "Limited Case", skip to No. III, Pg. 4):

- 1 After first completing the Civil Case Cover Sheet Form, find the main civil case cover sheet heading for your case in the left margin below, and, to the right in Column 1, the Civil Case Cover Sheet case type you selected.
- 2 Check one Superior Court type of action in Column 2 below which best describes the nature of this case.
- 3 In Column 3, circle the reason for the court location choice that applies to the type of action you have checked.

**Applicable Reasons for Choosing Courthouse Location (See Column 3 below)**

1. Class Actions must be filed in the County Courthouse, Central District
2. May be filed in Central (Other county, or no bodily injury/prop. damage)
3. Location where cause of action arose
4. Location where bodily injury, death or damage occurred.
5. Location where performance required or defendant resides.
6. Location of property or permanently occupied vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Offices.

4 Fill in the information requested on page 4 in Item III; complete item IV. Sign the certificate.

-1- Civil Case Cover Sheet Category No.	-2- Type of Action (Check only one)	-3- Applicable Reasons - See Step 3 Above
Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Dam./Wrongful Death Is this an uninsured motorist case? <input type="checkbox"/> Yes <input type="checkbox"/> No	1., 2., 4.
Asbestos (04)	<input type="checkbox"/> A8070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestosis - Personal Injury/Wrongful Death	2. 2.
Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 6.
Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 2., 4. 1., 2., 4.
Other PI/PDWD (23)	<input type="checkbox"/> A7260 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/PDWD (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7271 Negligent Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Dam./Wrongful Death	1., 2., 4. 1., 2., 4. 1., 2., 3. 1., 2., 3. 1., 2., 4.
Business Tort (07)	<input type="checkbox"/> A6028 Other Commercial/Business Tort (not fraud/breach of contract)	1., 2., 3.
Civil Rights (06)	<input type="checkbox"/> A6006 Civil Rights/Discrimination	1., 2., 3.
Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
Intellectual Property (10)	<input type="checkbox"/> A6018 Intellectual Property	2., 3.

**CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION** LASC Rule 2.0  
Page 1 of 4

Short Title: Trapp v. Delta Airlines, Inc.		Case Number: 1:07-cv-06247	
Non-EMPLOYMENT	-1- Civil Case Cover Sheet Category No.	-2- Type of Action (Check only one)	-3- Applicable Reasons - See Step 3 Above
	Plf. Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
	Wrongful Termination (35)	<input checked="" type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
	Other Employment (18)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A0108 Labor Commissioner Appeal	1., 2., 3. 10
	Breach of Contract/Warranty (66) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not UD or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6010 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
	Collections (68)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 8. 2., 5.
	Insurance Coverage (18)	<input type="checkbox"/> A0016 Insurance Coverage (not complex)	1., 2., 5., 8.
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortsious Interference <input type="checkbox"/> A6027 Other Contract Dispute (not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 5.
	Eminent Domain/Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 8.
Real Property	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not em. domain, landlord/tenant, foreclosure)	2., 5. 2., 5. 2., 5.
	Unlawful Detainer - Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 5.
	Unlawful Detainer - Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 5.
Unlawful Detainer - Drugs (28)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 5.	
Judicial Review	Asset Forfeiture (66)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 5.
	Petition to Arbitration Award (11)	<input type="checkbox"/> A6110 Petition to Compel/Confirm Arbitration	2., 5.

CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION LASC Rule 2.0  
CIV109 04-02

Page 2 of 4

SHORTTITLE: Trapp v. 

NUMBER

-1- Civil Case Cover Sheet Category No.		-2- Type of Action (Check only one)	-3- Applicable Reasons - See Step 3 Above
Judicial Review (continued)	Will of Marriage (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8.
	Ch. Jud. Review (38)	<input type="checkbox"/> A6150 Other Writ / Judicial Review	2., 8.
	Antitrust/Trade Reg. (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	<input type="checkbox"/> A8007 Construction defect	1., 2., 3.
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litig. (28)	<input type="checkbox"/> A6005 Securities Litigation Case	1., 2., 8.
	Tax, Tort/Environm. (30)	<input type="checkbox"/> A6038 Toxic Tort/Environmental	1., 2., 8., 8
	Ins Coverage/Cmts -from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 6., 8.
	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A8160 Abstract of Judgment <input type="checkbox"/> A8107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 8. 2., 6. 2., 8. 2., 8. 2., 8. 2., 8., 9.
	RICO (27)	<input type="checkbox"/> A8033 Racketeering (RICO) Case	1., 2., 8.
Misc. Civ. Complaints	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6050 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/c/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
	Partnership/Corp. Governance (31)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 8. 2., 3., 8. 2., 3., 8. 2. 2., 7. 2., 3., 4., 8. 2., 9.

CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION LASC Rule 2.0  
Page 3 of 4  
CIV 100 04-02

SHORTITLE: Trapp v. United Airlines, Inc.

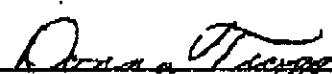
NUMBER

-4-

III. Statement of Location: Enter the address of the accident, party residence or place of business, performance, or other circumstance indicated in No. II, Item 3 on Page 1 as the proper reason for filing in the court location you selected.

REASON: CHECK THE NUMBER UNDER ITEM 3 WHICH APPLIES IN THIS CASE		ADDRESS:
<input checked="" type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.		600 World Way Los Angeles, CA 90045
CITY: Los Angeles	STATE: CA	ZIP CODE: 90045

IV. Certificate/Declaration of Assignment: The undersigned hereby certifies and declares that the above entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Los Angeles Superior Court under Section 382 et seq., Code of Civil Procedure and Rule 2(b), (c) and (d) of the court for the reason checked above. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and this declaration was executed on October 23, 2007 at, Playa Del Rey, California.

  
(SIGNATURE OF ATTORNEY OR FILING PARTY)  
Donna Trapp, IN PRO PER

### New Civil Case Filing Instructions

This addendum form is required so that the court can assign your case to the correct courthouse location in the proper district for filing and hearing. It satisfies the requirement for a certificate as to reasons for authorizing filing in the courthouse location, as set forth in Los Angeles Superior Court Local Rule 2.0. It must be completed and submitted to the court along with the Civil Case Cover Sheet and the original Complaint or Petition in ALL civil cases filed in any district (including the Central District) of the Los Angeles County Superior Court. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

#### PLEASE HAVE THE FOLLOWING DOCUMENTS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk (Summons forms available at the Forms Counter).
3. Civil Case Cover Sheet form required by California Rule of Court 982.2(b)(1), completely filled out (Cover Sheet forms available at the Forms Counter).
4. This "Addendum to Civil Case Cover Sheet" form [Superior Court Form Number 902.2(b)(1)A, revised 7/26], completely filled out (Item II. does not apply in limited civil cases) and submitted with the Civil Case Cover Sheet.
5. Payment in full of the filing fee (unless filing on behalf of state or local government or no fee is due for the type of case being filed) or an Order of the Court waiving payment of filing fees in forma pauperis (fee waiver application forms available at the Filing Window).
6. In case of a plaintiff or petitioner who is a minor under 18 years of age, an Order of the Court appointing an adult as a guardian ad litem to act on behalf of the minor (Guardian ad Litem Application and Order forms available at the Forms Counter).
7. Additional copies of documents presented for endorsement by the Clerk and return to you.

\* With the exception of unlimited civil cases concerning property damage, bodily injury or wrongful death occurring in this County, Labor Commissioner Appeals, and those types of actions required to be filed in the Central District by Local Court Rule 2(b), all unlimited jurisdiction civil actions may be optionally filed either in the Central District or in whichever other court location the rule would allow them to be filed. When a party elects to file an unlimited jurisdiction civil action in Central District that would also be eligible for filing in one or more of the other court locations, this form must still be submitted with location and assignment information completed.

CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION (LACR Rule 2.0)  
CIV 108 04-02 Page 4 of 4

NOTICE OF CASE-ASSIGNMENT  
 LOS ANGELES SUPERIOR COURT

CASE NUMBER

BC 304911

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

Your case is assigned for all purposes to the judicial officer indicated below. There is additional information on the reverse side of this form.

ASSIGNED JUDGE	DEPT	ROOM
Hon. Gregory Alarcon	36	410
Hon. Helen I. Bandix	18	308
Hon. Elihu M. Berle	42	416
Hon. Soussan Bruguera	71	729
Hon. Susan Bryant-Deason	52	610
Hon. Alan Bucknor	14	300
Hon. James C. Chalfant	13	630
Hon. Judith C. Chirlin	89	532
Hon. Lawrence W. Crispo	58	516
Hon. J. Stephen Czuliger	50	508
Hon. Ralph W. Dau	57	517
Hon. James R. Dunn	26	316
Hon. Lee Edmon	68	617
Hon. Emile Elias	3	224
<del>Hon. Irving Faffer</del>	<del>51</del>	<del>011</del>
Hon. Edward A. Fenna	69	621
Hon. Madeline Filer	37	413
Hon. Kenneth R. Freeman	64	601
Hon. Haley J. Fromholz	20	310
Hon. Richard Fruin	16	307
Hon. Elizabeth A. Grimes	30	400
Hon. Paul Gutman	34	408
Hon. Teresa Sanchez-Gordon	74	735
Hon. Robert L. Hess	24	314
Hon. William Hightberger	32	406
Hon. Ernest Hiroshige	54	512

ASSIGNED JUDGE	DEPT	ROOM
Hon. Laurie D. Zelon	78	730
Hon. Richard C. Hatchell	82	600
Hon. Jane Johnson	56	514
Hon. Morris B. Jones	48	506
Hon. Dan T. Oki	48	508
Hon. Marvin Lager	38	412
Hon. Malcolm H. Mackey	55	616
Hon. Jon M. Mayeda	72	731
Hon. David L. Manning	61	632
Hon. Charles W. McCoy	908	CCW-1408
Hon. Aurelio Munoz	47	507
Hon. Mary Ann Murphy	25	317
Hon. Rodney E. Nelson	46	500
Hon. Gregory O'Brien	21	313
Hon. Victor H. Parsons	30	415
Hon. Mel Recana	46	632
Hon. Andria K. Richay	31	407
Hon. Frances Rothschild	28	318
Hon. John P. Shook	53	513
Hon. Ronald M. Schiglan	41	417
Hon. Fumiko Wasserman	18	306
Hon. Thomas L. Willhite Jr.	23	315
Hon. Alexander Williams III	35	411
Hon. David A. Workman	40	414
Hon. George Wu	33	409
OTHER		

Moved to Plaintiff of record on \_\_\_\_\_

John A. Clarke, Executive Officer/Clerk

CLERK DEPUTY



**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

<b>In re:</b>	)	<b>Chapter 11</b>
<b>UAL Corporation, et al.,</b>	)	<b>Case No. 02-B-48191</b>
<b>Debtors,</b>	)	<b>(Jointly Administered)</b>
	)	<b>Honorable Eugene R. Wedoff</b>
<b>Donna M. Trapp</b>	)	
	)	<b>Plaintiff, Adv. Proc. 04-04151</b>
<b>v.</b>	)	
<b>United Air Lines, Inc.,</b>	)	
<b>Defendant.</b>	)	

**ORDER DISMISSING ADVERSARY PROCEEDING AND  
CLAIMS OF DONNA TRAPP**

Upon consideration of Plaintiff Donna M. Trapp's ("Plaintiff") complaint against United Air Lines, Inc. ("United") (the "Complaint," [Adv. Proc. Docket No. 1]); and it appearing that this Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that this proceeding is a core proceeding pursuant to 28 U.S.C. §§ 157 and 1334; and due and proper notice of the Complaint having been given; and it appearing that no other notice need be given; and after due deliberation and sufficient cause appearing therefor; it is HEREBY ORDERED:

1. The above-captioned adversary proceeding is dismissed with prejudice.
2. The Adversary Complaint, including all causes of action stated therein, shall be deemed a filed proof of claim pursuant to Rule 3001 of the Federal Rules of Bankruptcy Procedure.

KAB 10603091.1

This is to certify that the within and attached document is a full, true and correct copy of the original instrument, which appears on file in the office of the Clerk of the United States Bankruptcy Court for the Northern District of Illinois.

KENNETH S. GOODMAN  
CLERK OF COURT  
By *Ray Dollop*  
Deputy Clerk  
Dated **JAN 26 2006**

3. The Debtors retain all rights to object to such proof of claim in accordance with the United States Bankruptcy Code and the Federal Rules of Bankruptcy Procedure.

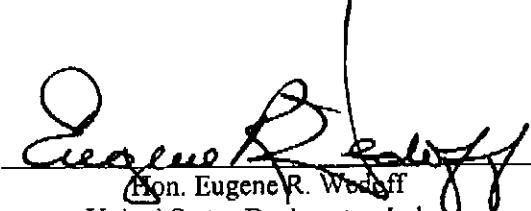
4. Poorman-Douglas, as United's notice and claims agent, is hereby authorized and directed to update the Debtors' claims register to reflect the expungement or reclassification of claims directed by this Order.

5. This Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

6. Notwithstanding the possible applicability of Bankruptcy Rules 6004(g), 7062, 9014, or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

7. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

Dated: \_\_\_\_\_, 2005  
Chicago, Illinois

  
Hon. Eugene R. Weisoff  
United States Bankruptcy Judge

JUN 23 2005



DONNA M. TRAPP  
6615 Pacific Ave. Apt. 101  
Playa del Rey, CA 90293  
310-686-8357

Plaintiff, In Pro Per

**CONFORMED COPY**  
OF ORIGINAL FILED  
Los Angeles Superior Court

OCT 14 2005

John A. Clarke, Executive Officer/Clerk  
By \_\_\_\_\_, Deputy  
**J. SUNGA**

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

COUNTY OF LOS ANGELES – CENTRAL DISTRICT – STANLEY MOSK COURTHOUSE

DONNA M. TRAPP

Case No. BC341429

**Plaintiff,**

Judge

Dept.

VS.

**COMPLAINT FOR DISABILITY  
DISCRIMINATION AND  
RELATED CLAIMS**

UAL CORPORATION aka UNITED AIRLINES;  
JONI TECHAWASHI; FRANK COLOSI; JO  
MARGOLF; and DOES 1 to 25, inclusive.

### Defendants.

Complaint Filed: October 13, 2005  
Trial Date: None Set  
Discovery Cutoff: None Set  
Motion Cutoff: None Set

COMES NOW Plaintiff DONNA M. TRAPP and for her causes of action against UAL CORPORATION aka UNITED AIRLINES; JONI TECHAWASHI; FRANK COLOSI; JO MARGOLF; and DOES 1 to 25, inclusive ("Defendants"), alleges as follows:

## **PRELIMINARY ALLEGATIONS**

1. At all relevant times Plaintiff DONNA M. TRAPP ("Trapp" or "Plaintiff") is and was an individual residing in the County of Los Angeles, State of California.

2. At all relevant times Defendant UAL CORPORATION aka UNITED AIRLINES ("UAL") is and was a corporation formed under the laws of the State of Delaware, and doing business in the County of Los Angeles, State of California.

3. On information and belief, at all relevant times Defendant JO MARGOLF is and was an individual residing in the County of Los Angeles, State of California.

4. On information and belief, at all relevant times Defendant JONI  
TECHAWASHI is and was an individual residing in the County of Cook, State of Illinois

5. On information and belief, at all relevant times Defendant FRANK COLOSI  
s and was an individual residing in the County of Cook, State of Illinois.

6. The true names and capacities of the Defendants named herein as Does 1 to 25 inclusive, whether individual, proprietorship, partnership, corporate, associate, alter ego, or otherwise, are unknown to Plaintiff who therefore sues such Defendants by fictitious names pursuant to California Code of Civil Procedure Section 474. Plaintiff will amend this complaint to show such true names and capacities when they have been determined.

7. Plaintiff has filed a complaint with and received a right to sue notice from the California Department of Fair Employment and Housing with respect to each named Defendant.

## GENERAL ALLEGATIONS

8. Plaintiff was employed by UAL as a flight attendant from on or about June 4, 1967 to on or about January 7, 2003. At that time UAL forced Plaintiff to resign under threat of

1 termination.

2 9. In or about January 1994, Plaintiff was injured on the job and received  
 3 workers compensation benefits. Plaintiff was released to return to work in or about September  
 4 1994.

5 10. In or about February 1995, Plaintiff went on medical leave due to an  
 6 infection following oral surgery and related heart problems, as well as lupus. Plaintiff was released  
 7 and returned to work on or about February 12, 2002, just before the seven (7) year limit on her  
 8 medical leave.

9 11. On or about May 13, 2002, Plaintiff began UAL's mandatory five and one  
 10 half week re-qualification program in Chicago, Illinois. Plaintiff received a salary while she  
 11 participated in the mandatory training program and while waiting for training.

12 12. During the re-qualification program, on or about June 7, 2002, Plaintiff was  
 13 required to slide down the aircraft emergency slide during an evacuation drill. UAL's trainers  
 14 failed to catch Plaintiff at the bottom of the slide. Plaintiff injured her lower and mid-back, neck  
 15 and knee, which caused her to become disabled.

16 13. On or about June 10, 11 and 12, 2002, a UAL nurse examined Plaintiff and  
 17 on or about June 12, 2005, determined Plaintiff was not able to return to work at that time and  
 18 would not be permitted to complete the re-qualification program until she was fit to fly.

19 14. On or about June 13, 2005, UAL told Plaintiff to return to Los Angeles,  
 20 report to Jo Margolf, Supervisor of On Board Services, to sign termination papers. Plaintiff  
 21 attempted to get released back to work to complete re-qualification and avoid termination, but a  
 22 UAL physician refused to examine her.

23 15. In or about June 2002, Plaintiff filed a workers compensation claim against  
 24 UAL for her injuries sustained on or about June 7, 2002, during the re-qualification program.

25 16. On or about June 14, 2002, Plaintiff met with UAL human resources

1 representatives, including Jo Margolf. UAL, through Margolf and, on information and belief, at the  
 2 insistence of Defendants Joni Techawashi and Frank Colosi of UAL Human Resources, told  
 3 Plaintiff she could either resign with benefits or she would be terminated without benefits.

4 17. On or about June 21, 2002, a UAL physician examined Plaintiff and found  
 5 she was injured from the work-related accident and she was unable to return to work.

6 18. In or about July and August 2002, UAL informed Plaintiff that UAL had  
 7 doubts about whether Plaintiff was injured in the slide incident and was investigating her workers  
 8 compensation claim, and accused Plaintiff of giving false information to the company. Plaintiff's  
 9 union representative told Plaintiff that if she refused to cooperate in the investigation she would be  
 10 terminated. UAL repeated that Plaintiff could either retire with benefits or be terminated with none.

11 19. In or about August 2002, Plaintiff met with Defendants Jo Margof and other  
 12 UAL representatives, and was again told she would be terminated if she did not resign. On or about  
 13 October 28, 2002, UAL issued a letter of charge to Plaintiff alleging she falsified the nature and  
 14 extent of her workers compensation injury and disability, and giving false information concerning  
 15 the circumstances surrounding the injury of 6/7/02.

16 20. Plaintiff is informed and believes that her union was not willing to help her  
 17 dispute the false allegations made by UAL, as evidenced by her union representative's actions  
 18 throughout the investigation, including but not limited to the union representative's unwillingness to  
 19 file a grievance on behalf of Plaintiff for her occupational leave pay.

20 21. Plaintiff was entitled to six (6) months pay while on occupational leave if  
 21 injured in the scope of employment. UAL refused to pay this and Plaintiff's union refused to  
 22 intervene and allow Plaintiff to file a grievance.

23 22. UAL set a hearing on Plaintiff's job status for January 8, 2003.

24 23. On or about January 7, 2003, Plaintiff's union representative Charlie  
 25 Costello, informed Plaintiff that she would be terminated, without doubt, after the hearing on

1 January 8, 2003, regardless of any evidence she produced to refute UAL's charges.

2 24. Plaintiff was forced to resign from UAL on January 7, 2003.

3 **FIRST CAUSE OF ACTION**

4 **(Discrimination Based Upon Disability – Govt. Code 12940**

5 **By Plaintiff Against Defendant UAL)**

6 25. Plaintiff realleges and incorporates in this cause of action paragraph numbers  
7 1 through 24.

8 26. UAL was the employer of Plaintiff who was an employee.

9 27. On or about June 7, 2003, Plaintiff became disabled as the result of a work-  
10 related injury when she slid off the end of an emergency evacuation slide during re-qualification  
11 training at UAL.

12 28. UAL denied Plaintiff reasonable accommodation and made decisions adverse  
13 to Plaintiff in regard to compensation, benefits, terms, conditions, privileges and existence of  
14 employment based upon Plaintiff's disability, including the back, neck and knee injuries she  
15 suffered in the re-qualification slide accident of June 7, 2002. By way of example and not  
16 limitation, UAL refused to allow Plaintiff to pursue re-qualification, to go to work, denied her  
17 occupational leave and leave pay, falsely charged her with making false injury claims, and  
18 constructively terminated her employment.

19 29. On or about January 7, 2003, and prior thereto, UAL and Plaintiff's union  
20 representative communicated to Plaintiff that UAL would definitely terminate Plaintiff, without  
21 benefits, at the hearing on January 8, 2003, unless she resigned first, in which case she would  
22 continue to receive health insurance and free flight pass benefits. Plaintiff was constructively  
23 terminated (resigned) on or about January 7, 2003.

24 30. UAL made these adverse employment decisions based upon its perception of  
25 Plaintiff's disability contrary to Government Code section 12940.

31. This wrongful conduct proximately caused Plaintiff to suffer injury, damage, loss and/or harm, including but not limited to lost wages, lost benefits, medical expenses, physical injury, pain and suffering, mental and emotional distress, and other general, special and statutory damages in an amount to be proven. Plaintiff will be required to hire attorneys in order to protect her rights and will incur reasonable attorneys' fees as part of her damages.

32. Plaintiff is entitled to an injunction ordering UAL to reinstate Plaintiff in her job as a flight attendant for UAL.

33. UAL's conduct as set forth above was malicious, oppressive, fraudulent, vexatious, despicable and not to be tolerated by civilized society. UAL's conduct entitles Plaintiff to an award of punitive and exemplary damages in an amount to be proven.

## **SECOND CAUSE OF ACTION**

## **Retaliation Based Upon Assertion of Disability Rights – Govt. Code § 12940**

**By Plaintiff Against All Defendants)**

34. Plaintiff realleges paragraph numbers 1 through 33.

35. Plaintiff engaged in legally protected activities including but not limited to asserting her right to be free from disability discrimination and her right to file workers' compensation claims for work-related injuries resulting in disability, and her right to be free from retaliation for the assertion of such rights.

36. UAL, through Defendants Joni Techawashi, Frank Colosi and Jo Margolff subjected Plaintiff to adverse employment actions, including refusing to provide Plaintiff with reasonable accommodation for her disability, refusing to allow Plaintiff to pursue re-qualification, preventing Plaintiff from going to work, denying her occupational leave pay, falsely charging her with making false injury/workers compensation claims, and constructively terminating her employment.

37. Plaintiff's protected activity was a motivating factor for UAL's adverse

1 employment actions.

2 38. This wrongful conduct proximately caused Plaintiff to suffer injury, damage,  
 3 loss and/or harm, including but not limited to lost wages, lost benefits, medical expenses, physical  
 4 injury, pain and suffering, mental and emotional distress, and other general, special and statutory  
 5 damages in an amount to be proven. Plaintiff will be required to hire attorneys in order to protect  
 6 her rights and will incur reasonable attorneys' fees as part of her damages.

7 39. Plaintiff is entitled to an injunction ordering UAL to reinstate Plaintiff in her  
 8 job as a flight attendant for UAL.

10 40. Defendants Techawashi, Colosi and Margolf were in part acting within the  
 11 course and scope of their employment by UAL and were, at least in part, serving a purpose of their  
 12 own in carrying out the above misconduct against Plaintiff. Defendants Techawashi, Colosi and  
 13 Margolf were motivated, at least partly, by malice and ill will toward plaintiff.

14 41. Defendants' misconduct, as more fully alleged above, and incorporated  
 15 herein, was malicious, fraudulent, oppressive and despicable, entitling Plaintiff to an award of  
 16 punitive and exemplary damages in an amount to be proven.

18 **THIRD CAUSE OF ACTION**

19 **(Harassment Based Upon Disability – Hostile Environment – Govt. Code § 12940**

20 **by Plaintiff against all Defendants)**

21 42. Plaintiff realleges paragraph nos. 1 through 40 as though fully set forth.

22 43. All Defendants subjected Plaintiff to unwelcome conduct that was based on  
 23 Plaintiff's disabilities, that was sufficiently pervasive and severe to alter the work environment and  
 24 create an abusive working environment. The unwelcome conduct was based on Plaintiff's  
 25 disabilities and unreasonably interfered with her job performance and/or created an intimidating,  
 26 hostile, or offensive working environment. This conduct violated Government Code section 12940,  
 27 including subsection (j).

44. All Defendants failed to meet their mandatory obligation under Government Code section 12940(j) that they "shall take all reasonable steps to prevent harassment from occurring."

45. All Defendants knew or should have known of the harassment and failed to take immediate and appropriate corrective action in violation of Government Code section 12940(k).

46. This wrongful conduct proximately caused Plaintiff to suffer injury, damage, loss and/or harm, including but not limited to lost wages, lost benefits, medical expenses, physical injury, pain and suffering, mental and emotional distress, and other general, special and statutory damages in an amount to be proven. Plaintiff will be required to hire attorneys in order to protect her rights and will incur reasonable attorneys' fees as part of her damages.

47. Plaintiff is entitled to an injunction ordering UAL to reinstate Plaintiff in her job as a flight attendant for UAL.

48. Defendants Techawashi, Colosi and Margolf were in part acting within the course and scope of their employment by UAL and were, at least in part, serving a purpose of their own in carrying out the above misconduct against Plaintiff. Defendants Techawashi, Colosi and Margolf were motivated, at least partly, by malice and ill will toward plaintiff.

49. Defendants' misconduct, as more fully alleged above, and incorporated herein, was malicious, fraudulent, oppressive and despicable, entitling Plaintiff to an award of punitive and exemplary damages in an amount to be proven.

#### **FOURTH CAUSE OF ACTION**

**(Violation of California Family Rights Act – Govt. Code § 12945.2)**

by Plaintiff against Defendant UAL)

50. Plaintiff realleges paragraph nos. 1 through 47 as though fully set forth.

51. Defendant UAL refused to grant requests by Plaintiff to take up to a total of

12 workweeks in any 12-month period for family care and medical leave, including leave to care for  
 2 a parent who has a serious health condition, as well as leave because of Plaintiff's own serious  
 3 health condition. Plaintiff's serious health conditions required the continuing treatment or  
 4 continuing supervision by a health care provider. Defendant's conduct violated Government Code  
 5 § 12945.2.

6 52. This wrongful conduct proximately caused Plaintiff to suffer injury, damage,  
 7 loss and/or harm, including but not limited to lost wages, lost benefits, medical expenses, physical  
 8 injury, pain and suffering, mental and emotional distress, and other general, special and statutory  
 9 damages in an amount to be proven. Plaintiff will be required to hire attorneys in order to protect  
 10 her rights and will incur reasonable attorneys' fees as part of her damages.

12 53. Plaintiff is entitled to an injunction ordering UAL to reinstate Plaintiff in her  
 13 job as a flight attendant for UAL.

15 54. Defendants' misconduct, as more fully alleged above, and incorporated  
 16 herein, was malicious, fraudulent, oppressive and despicable, entitling Plaintiff to an award of  
 17 punitive and exemplary damages in an amount to be proven.

18 **FIFTH CAUSE OF ACTION**

19 **(Discrimination Based Upon Age – Govt. Code 12940**

20 **By Plaintiff Against Defendant UAL)**

22 55. Plaintiff realleges and incorporates in this cause of action paragraph numbers  
 23 1 through 24.

24 56. UAL was the employer of Plaintiff who was an employee.

25 57. UAL made decisions adverse to Plaintiff in regard to compensation, benefits,  
 26 terms, conditions, privileges and existence of employment based upon Plaintiff's age, over 40.

27 58. On or about January 7, 2003, and prior thereto, UAL and Plaintiff's union  
 28 representative communicated to Plaintiff that UAL would definitely terminate Plaintiff, without

1 benefits, at the hearing on January 8, 2003, unless she resigned first, in which case she would  
2 continue to receive health insurance and free flight pass benefits.

3 59. UAL made these adverse employment decisions based upon Plaintiff's age,  
4 over 40, contrary to Government Code section 12940.

5 60. This wrongful conduct proximately caused Plaintiff to suffer injury, damage,  
6 loss and/or harm, including but not limited to lost wages, lost benefits, medical expenses, physical  
7 injury, pain and suffering, mental and emotional distress, and other general, special and statutory  
8 damages in an amount to be proven. Plaintiff will be required to hire attorneys in order to protect  
9 her rights and will incur reasonable attorneys' fees as part of her damages.

10 61. Plaintiff is entitled to an injunction ordering UAL to reinstate Plaintiff in her  
11 job as a flight attendant for UAL.

12 62. UAL's conduct as set forth above was malicious, oppressive, fraudulent,  
13 vexatious, despicable and not to be tolerated by civilized society. UAL's conduct entitles Plaintiff  
14 to an award of punitive and exemplary damages in an amount to be proven.

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## PRAYER FOR RELIEF

**WHEREFORE** Plaintiff prays for relief as follows:

### **On all causes of action:**

For general and special compensatory damages:

For punitive damages;

For statutory damages under Government Code section 12940 et seq.

For reasonable attorneys' fees.

For an injunction ordering Plaintiff reinstated in her job (including back wages and

0 | benefits).

For such other relief as the court deems just and proper.

DATED: October 12, 2005

DONNA M. TRAPP

Donna M. Trapp  
DONNA M. TRAPP,  
Plaintiff, In Pro Per

DONNA M. TRAPP,  
Plaintiff, In Pro Per



**SUMMONS**  
**(CITACION JUDICIAL)**

SUM-100

**NOTICE TO DEFENDANT:**  
**(AVISO AL DEMANDADO):**

UAL CORPORATION aka UNITED AIRLINES; JONI  
TECHAWASHI; FRANK COLOSI; JO MARGOLF; and DOES 1 to 25,  
inclusive

**YOU ARE BEING SUED BY PLAINTIFF:**  
**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**  
DONNA M. TRAPP

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/sefhelp](http://www.courtinfo.ca.gov/sefhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/sefhelp](http://www.courtinfo.ca.gov/sefhelp)), or by contacting your local court or county bar association.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.courtinfo.ca.gov/sefhelp/espanol](http://www.courtinfo.ca.gov/sefhelp/espanol)), en la biblioteca de leyes de su condado o en la corte que le queda más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.courtinfo.ca.gov/sefhelp/espanol](http://www.courtinfo.ca.gov/sefhelp/espanol)) o poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is:

(El nombre y dirección de la corte es):

LOS ANGELES COUNTY SUPERIOR COURT, CENTRAL  
DISTRICT; 111 N HILL ST; LOS ANGELES, CA 90012

CASE NUMBER:  
(Número del Caso) **BC 341429**

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
DONNA M. TRAPP; 6615 PACIFIC AVE APT 101, PLAYA DEL REY CA 90293; 310-686-8357

DATE:  
(Fecha)

OCT 14 2005

John A. Clarke

Clerk, by  
(Secretario)

*John A. Clarke*  
D. SUNGA

Deputy  
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)  
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons (POS-010))

[SEAL]



NOTICE TO THE PERSON SERVED: You are served

1.  as an individual defendant.
2.  as the person sued under the fictitious name of (specify):

3.  on behalf of (specify): *UAL Corporation aka United Airlines*

under  CCP 416.10 (corporation)  CCP 416.60 (minor)  
 CCP 416.20 (defunct corporation)  CCP 416.70 (conservatee)  
 CCP 416.40 (association or partnership)  CCP 416.90 (authorized person)  
 other (specify):

4.  by personal delivery on (date):



06LT2703



CORPORATION SERVICE COMPANY

## Notice of Service of Process

RZG / ALL  
 Transmittal Number: 4308854  
 Date Processed: 01/09/2006

**Primary Contact:** Cheryl Tedio  
 UAL Corporation (United Airlines)  
 1200 East Algonquin Road  
 Elk Grove Village, IL 60007

<b>Entity:</b>	Ual Corporation Entity ID Number 0220042
<b>Entity Served:</b>	UAL Corporation aka United Airlines
<b>Title of Action:</b>	Donna M. Trapp vs. UAL Corporation
<b>Document(s) Type:</b>	Summons/Complaint
<b>Nature of Action:</b>	Discrimination
<b>Court:</b>	Los Angeles County Superior Court, California
<b>Case Number:</b>	BC341429
<b>Jurisdiction Served:</b>	Illinois
<b>Date Served on CSC:</b>	01/09/2006
<b>Answer or Appearance Due:</b>	30 Days
<b>Originally Served On:</b>	CSC
<b>How Served:</b>	Certified Mail
<b>Plaintiff's Attorney:</b>	Donna M. Trapp 3106868357

C. TEDIO

JAN 10 2006

WHQLD

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC  
 2711 Centerville Road Wilmington, DE 19808 (888) 690-2882 | [sop@cscinfo.com](mailto:sop@cscinfo.com)



## NOTICE SENT TO:

Trapp, Donna M.  
6615 Pacific Avenue #101  
Playa Del Rey CA 90293

ORIGINAL FILED

OCT 18 2005

LOS ANGELES  
SUPERIOR COURT

## SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DONNA M TRAPP	Plaintiff(s), VS.	CASE NUMBER
		BC341429
UAL CORPORATION ET AL	Defendant(s).	NOTICE OF CASE MANAGEMENT CONFERENCE

## TO THE PLAINTIFF(S)/ATTORNEY(S) FOR PLAINTIFF(S) OF RECORD:

You are ordered to serve this notice of hearing on all parties/attorneys of record forthwith, and meet and confer with all parties/attorneys of record about the matters to be discussed no later than 30 days before the Case Management Conference.

Your Case Management Conference has been scheduled for March 3, 2006 at 8:30 am in Dept. 31 at 111 N. Hill Street, Los Angeles, California 90012.

Pursuant to CRC 212, a completed Case Management Statement (Judicial Council form # CM-110) must be filed at least 15 calendar days prior to the Case Management Conference. The Case Management Statement may be filed jointly by all parties/attorneys of record or individually by each party/attorney of record. You must be familiar with the case and be fully prepared to participate effectively in the Case Management Conference.

At the Case Management Conference, the Court may make pretrial orders including the following, but not limited to, an order establishing a discovery schedule; an order referring the case to Alternative Dispute Resolution (ADR); an order reclassifying the case; an order dismissing fictitious/unnamed defendants; an order setting subsequent conference and the trial date; or other orders to achieve the goals of the Trial Court Delay Reduction Act (GC 68600 et seq.).

Notice is hereby given that if you do not file the Case Management Statement or appear and effectively participate at the Case Management Conference, the Court may impose sanctions pursuant to LASC Local Rule 7.13, CCP Section 177.5, 575.2, 583.150, 583.360 and 583.410, GC Section 68608 (b), and CRC 200 et seq.

Date: October 18, 2005

*Andrea K. Richey*  
Judicial Officer

## CERTIFICATE OF SERVICE

I, the below named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Notice of Case Management Conference upon each party or counsel named above:

by depositing in the United States mail at the courthouse in Los Angeles, California, one copy of the original filed herein in a separate sealed envelope to each address as shown above with postage thereon fully prepaid.

by personally giving the party notice upon filing the complaint.

Date: October 18, 2005

*John A. Clarke*  
John A. Clarke, Executive Officer/Clerk  
by *[Signature]*, Deputy Clerk



NOTICE OF CASE ASSIGNMENT  
LOS ANGELES SUPERIOR COURT

CASE NUMBER

BC341429

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

Your case is assigned for all purposes to the judicial officer indicated below. There is additional information on the reverse side of this form.

ASSIGNED JUDGE	DEPT	ROOM	ASSIGNED JUDGE	DEPT	ROOM
Hon. Gregory Alarcon	36	410	Hon. William Highberger	32	406
Hon. Alice E. Altoon	28	318	Hon. Ernest Hiroshige	54	512
Hon. Conrad Aragon	49	509	Hon. Jane Johnson	56	514
Hon. Helen I. Bendix	18	308	Hon. Morris B. Jones	48	506
Hon. Bihu M. Berle	42	416	Hon. Malcolm H. Mackey	55	515
Hon. Tricia Ann Bigelow	23	315	Hon. Jon M. Mayeda	72	731
Hon. Soussan Bruguera	71	729	Hon. Rita Miller	16	306
Hon. Susan Bryant-Deason	52	510	Hon. David L. Minning	61	632
Hon. James C. Chalfant	13	630	Hon. Aurelio Munoz	47	507
Hon. Victoria Chaney	324	CCW	Hon. Mary Ann Murphy	25	317
Hon. Judith G. Chirlin	89	532	Hon. Rodney E. Nelson	46	500
Hon. Ralph W. Dau	57	517	Hon. Joanne O'Donnell	37	413
Hon. Maureen Duffy-Lewis	38	412	Hon. Victor H. Person	39	415
Hon. James R. Dunn	26	316	Hon. Mel Recana	45	529
Hon. Lee Edmon	68	617	Hon. Andria K. Richey	31	407
Hon. William F. Fahey	78	730	Hon. Teresa Sanchez-Gordon	74	735
Hon. Irving Feffer	51	511	Hon. John P. Shook	53	513
Hon. Edward A. Ferns	69	621	Hon. Ronald M. Sohigian	41	417
Hon. Kenneth R. Freeman	64	601	Hon. Michael L. Stern	62	600
Hon. Haley J. Fromholz	20	310	Hon. Mary Thornton House	17	313
Hon. Richard Fruin	15	307	Hon. Rolf M. Treu	58	516
Hon. Terry Green	14	300	Hon. John Shepard Wiley, Jr	50	508
Hon. Elizabeth A. Grimes	30	400	Hon. David A. Workman	40	414
Hon. Paul Gutman	34	408	Hon. George Wu	33	409
Hon. Robert L. Hess	24	314		35	411
	3	224	OTHER		

Given to Plaintiff of record on \_\_\_\_\_

John A. Clarke, Executive Officer/Clerk

DEPUTY CLERK

**Superior Court of California, County of Los Angeles, Central District**  
**NOTICE OF CASE ASSIGNMENT**

The following critical provisions of the Chapter 7 Rules as applicable in the Central District are summarized for your assistance.

**APPLICATION**

The Chapter 7 Rules were effective January 1, 1994. They apply to all general civil cases.

**PRIORITY OVER OTHER RULES**

The Chapter 7 Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

**CHALLENGE TO ASSIGNED JUDGE**

A challenge under Code of Civil Procedure Section 170.6 must be made within 15 days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

**TIME STANDARDS**

Cases assigned to the Individual Calendaring Court will be subject to processing under the following time standards:

**COMPLAINTS:** All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days of filing.

**CROSS-COMPLAINTS:** Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

A Status Conference will be scheduled by the assigned I.C. Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date and expert witnesses.

**FINAL STATUS CONFERENCE**

The Court will require the parties at a status conference not more than 10 days prior to the trial to have timely filed and served all motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested jury instructions and special jury instructions and special jury verdicts; so that such matters may be heard and resolved at this conference. At least 5 days prior to this conference, counsel must also have exchanged lists of exhibits and witnesses and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Eight of the Los Angeles Superior Court Rules.

**SANCTIONS**

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter 7 Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter 7 Rules. Such sanctions may be on a party or if appropriate on counsel for such party.

This is not a complete delineation of the Chapter 7 Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is absolutely imperative.

**\*Class Actions**

All class actions are initially assigned to Judge Victoria Chaney in Department 324 of the Central Civil West courthouse (600 S. Commonwealth St., Los Angeles 90005). This assignment is for pretrial purposes and for the purpose of assessing whether or not the case is complex within the meaning of California Rules of Court 1800 et seq. Depending on the outcome of that assessment, the class action case may be reassigned to one of the judges of the Complex Litigation Program or reassigned randomly to a court in the Central District.

**LOS ANGELES SUPERIOR COURT  
ALTERNATIVE DISPUTE RESOLUTION (ADR) PROGRAMS**

**CRC 201.9(c)  
Information about Alternative Dispute Resolution**

The plaintiff shall serve a copy of the ADR Information package on each defendant along with the complaint.

**ADR PROGRAMS**

"Alternative Dispute Resolution (ADR)" is the term used to describe all the other options available for settling a dispute which once had to be settled in court. ADR processes such as arbitration, mediation and settlement conferences are less formal than court and provide opportunities for litigants to reach an agreement using a problem-solving approach rather than the more adversarial approach of litigation.

**MEDIATION** A neutral third party called a "mediator" helps participants in the dispute create their own resolution. The mediator helps facilitate a discussion in which the parties reach a mutually agreed upon settlement. Therefore, mediation allows for more creative resolutions to disputes than other ADR processes.

The Court Mediation Program is governed by Code of Civil Procedure (CCP) 1775-1775.15, California Rules of Court (CRC) 1620-1622 and 1630-1639, Evidence Code 1115-1128, and Los Angeles Superior Court (LASC) Rules Chapter 12.

**ARBITRATION** A neutral third party called an "arbitrator" listens to each side in the dispute present its case. The arbitrator, who is an attorney, issues a decision based on the evidence. Although evidence is presented, arbitration is a less formal process than litigation. The decision is non-binding unless the parties agree in writing to binding arbitration.

The Court Arbitration Program is governed by Code of Civil Procedure (CCP) 1141.10-1141.31, California Rules of Court (CRC) 1600-1618, and Los Angeles Superior Court (LASC) Rules Chapter 12.

**SETTLEMENT CONFERENCE** A neutral third party called a settlement officer, who is also a retired judge, assists the parties in negotiating their own settlement and may evaluate the strengths and weaknesses of the case.

**JURISDICTIONAL LIMITATIONS**

**MEDIATION & ARBITRATION** Any case in which the amount in dispute is between \$25,000-\$50,000 per plaintiff, and was not previously referred to the Court ADR Program, can be sent to the Court ADR Program for mediation or arbitration by stipulation, election by plaintiff or order of the court.

Parties may *voluntarily* request or initiate a mediation or arbitration proceeding, regardless of the amount in dispute.

**SETTLEMENT CONFERENCE** Any case, regardless of the amount in dispute, may be ordered to a settlement conference. There is no monetary limit.

**REFERRAL INFORMATION**

After the Court determines the suitability of a case for ADR, the Court directs the parties to the ADR Department to initiate the ADR process. Once the parties have completed the ADR intake forms, a Neutral may be selected.

**NEUTRAL SELECTION**

Parties may select a mediator or arbitrator from the Court Party Pay Panel or Pro Bono Panel or may hire someone privately, at their discretion. Parties are assigned to a settlement officer by court staff.

<b>PARTY PAY PANEL</b>	The Party Pay Panel consists of mediators and arbitrators who have achieved a specified level of experience in court-connected cases. The parties (collectively) may be charged \$150.00 per hour for the first three hours of hearing time. Thereafter, the parties may be charged for additional hearing time on an hourly basis at rates established by the mediator or arbitrator if the parties consent in writing.
<b>PRO BONO PANEL</b>	The Pro Bono Panel consists of trained mediators and arbitrators who have not yet gained the experience to qualify for the Party Pay Panel and experienced mediators and arbitrators who make themselves available pro bono. Mediators and arbitrators donate their time to the courts as a way of supporting the judicial system. It is the policy of the Court that all pro bono volunteer mediators and arbitrators provide three hours hearing time per case. Thereafter, the parties may be charged for additional hearing time on an hourly basis at rates established by the mediator or arbitrator if the parties consent in writing.
<b>PRIVATE NEUTRAL</b>	The market rate for private neutrals can range from \$200-\$1,000 per hour.

For additional information, visit the Court ADR web application at [www.lasuperiorcourt.org](http://www.lasuperiorcourt.org) (click on ADR).

Partially Funded by the Los Angeles County Dispute Resolution Program

## **LOS ANGELES COUNTY DISPUTE RESOLUTION PROGRAMS ACT (DRPA) CONTRACTORS**

The following organizations provide mediation services under contract with the Los Angeles County Department of Community & Senior Services. Services are provided to parties in any civil case filed in the Los Angeles County Superior Court. Services are not provided under this program to family, probate, traffic, criminal, appellate, mental health, unlawful detainer/eviction or juvenile court cases.

**Asian-Pacific American Dispute Resolution Center**  
**(213) 250-8190**  
(Spanish & Asian languages capability)

**California Academy of Mediation Professionals**  
**(818) 377-7250**

**Center for Conflict Resolution**  
**(818) 380-1840**

**Inland Valleys Justice Center**  
**(909) 397-5780**  
(Spanish language capability)

**Office of the Los Angeles City Attorney Dispute Resolution Program**  
**(213) 485-8324**  
(Spanish language capability)

**Los Angeles County Bar Association Dispute Resolution Services**  
**toll free number 1-877-4Resolve (737-6583) or (213) 896-6533**  
(Spanish language capability)

**Los Angeles County Department of Consumer Affairs**  
**(213) 974-0825**  
(Spanish language capability)

**The Loyola Law School Center for Conflict Resolution**  
**(213) 736-1145**  
(Spanish language capability)

**Martin Luther King Legacy Association Dispute Resolution Center**  
**(323) 290-4132**  
(Spanish language capability)

**City of Norwalk**  
**(562) 929-5603**

**DRPA Contractors do not provide legal advice or assistance, including help with responding to summonses. Accessing these services does not negate any responsibility you have to respond to a summons or appear at any set court date. See the reverse side of this sheet for information on the mediation process and obtaining legal advice.**

**THIS IS A TWO-SIDED DOCUMENT.**

<p><b>What is the goal of mediation?</b></p> <p>The goal is to assist the parties in reaching a mutually acceptable agreement or understanding on some or all of the issues. The parties jointly become the primary decision maker in how to resolve the issues as opposed to the traditional judge and/or jury system.</p>	
<p><b>Do I need an attorney for this?</b></p> <p>While it is recommended to have an attorney and/or receive legal advice before the mediation starts, you are not required to have representation. If you do have an attorney, they may participate in the mediation with you.</p>	
<p><b>How long does it take?</b></p> <p>Face-to-face mediations generally last one to three hours. Telephone conciliations, in which the parties do not meet face to face, vary from a few days to several weeks. Much depends on the number of parties involved and the complexities of the issues. When the mediation takes place depends on parties scheduling availability.</p>	
<p><b>A Mediator helps parties...</b></p> <ul style="list-style-type: none"> <li>◆ Have productive discussions</li> <li>◆ Avoid or break impasses</li> <li>◆ Defuse controversy</li> <li>◆ Generate options that have potential for mutual gain</li> <li>◆ Better understand each other's concerns and goals</li> <li>◆ Focus on their interests rather than their positions</li> </ul>	<p><b>A Mediator does not...</b></p> <ul style="list-style-type: none"> <li>◆ Provide advice or opinions</li> <li>◆ Offer legal information</li> <li>◆ Make decisions for parties</li> <li>◆ Represent or advocate for either side</li> <li>◆ Judge or evaluate anyone or anything</li> <li>◆ Conduct research</li> <li>◆ "Take Sides"</li> </ul>
<p><b>What does it cost?</b></p> <p>The first three hours of any mediation are free. Thereafter, charges are based on income or revenue. All fees are waived for low-income individuals.</p>	<p><b>Legal Advice/Information</b></p> <p>If you want to retain an attorney, a list of state certified referral services is at <a href="http://courtinfo.ca.gov">courtinfo.ca.gov</a> which also has an on-line self help legal center.</p> <p><b>Self-Help Legal Access Centers</b> are at the Inglewood, Palmdale, Pomona, and Van Nuys courthouses. <a href="http://nls-la.org">nls-la.org</a> and <a href="http://lafia.org">lafia.org</a></p> <p><b>Court Personnel</b> can answer non-legal questions (forms, fees, fee waivers). <a href="http://lasuperiorcourt.org">lasuperiorcourt.org</a></p> <p><b>Low-income individuals</b> may qualify for help from non-profit legal organizations. Court Personnel and DRPA contractors have such listings.</p>
<p><b>Dispute Resolution Programs Act (DRPA) Grants Administration Office</b>  <b>(213) 738-2621</b></p> <p>(The DRP Office is not a Superior Court Office. Consult your phone directory to locate the number of the Court Office on your summons.)</p>	

**THIS IS A TWO-SIDED DOCUMENT.**

NAME, ADDRESS, AND TELEPHONE NUMBER OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	Reserved for Clerk's File Stamp
ATTORNEY FOR (Name): <b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT		
<b>STIPULATION TO PARTICIPATE IN ALTERNATIVE DISPUTE RESOLUTION (ADR)</b>		CASE NUMBER:

The undersigned parties stipulate to participate in Alternative Dispute Resolution (ADR) in the above-entitled action, as follows:

**1. ALTERNATIVE DISPUTE RESOLUTION PROCESS:**

- Mediation
- Non-Binding Arbitration
- Binding Arbitration
- Settlement Conference
- Other ADR Process (describe): \_\_\_\_\_

**2. NEUTRAL:**

- Court Panel: The parties request the assignment of one of the following neutrals from the Court's
  - Pro Bono Panel (no charge to the parties for the first 3 hours of hearing time)
    - The parties request that the ADR Clerk select the neutral.
  - If neither choice of neutral is available, the Court's ADR Office will select the neutral.
- Party Pay Panel (\$150.00 per hour charge to the parties for the first 3 hours of hearing time)

First choice: \_\_\_\_\_ Alternate: \_\_\_\_\_

Dated: \_\_\_\_\_

Name of Stipulating Party  
 Plaintiff  Defendant  Cross-defendant

Name of Party or Attorney Executing Stipulation

Signature of Party or Attorney

Name of Stipulating Party  
 Plaintiff  Defendant  Cross-defendant

Name of Party or Attorney Executing Stipulation

Signature of Party or Attorney

Additional signature(s) on reverse

Short Title	Case Number
-------------	-------------

Name of Stipulating Party <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant <input type="checkbox"/> Cross-defendant	Name of Party or Attorney Executing Stipulation	Signature of Party or Attorney
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Name of Stipulating Party <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant <input type="checkbox"/> Cross-defendant	Name of Party or Attorney Executing Stipulation	Signature of Party or Attorney
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Name of Stipulating Party <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant <input type="checkbox"/> Cross-defendant	Name of Party or Attorney Executing Stipulation	Signature of Party or Attorney
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Name of Stipulating Party <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant <input type="checkbox"/> Cross-defendant	Name of Party or Attorney Executing Stipulation	Signature of Party or Attorney
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Name of Stipulating Party <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant <input type="checkbox"/> Cross-defendant	Name of Party or Attorney Executing Stipulation	Signature of Party or Attorney
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Name of Stipulating Party <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant <input type="checkbox"/> Cross-defendant	Name of Party or Attorney Executing Stipulation	Signature of Party or Attorney
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Name of Stipulating Party <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant <input type="checkbox"/> Cross-defendant	Name of Party or Attorney Executing Stipulation	Signature of Party or Attorney
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Name of Stipulating Party <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant <input type="checkbox"/> Cross-defendant	Name of Party or Attorney Executing Stipulation	Signature of Party or Attorney
---	---	--------------------------------

Name of Stipulating Party <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant <input type="checkbox"/> Cross-defendant	Name of Party or Attorney Executing Stipulation	Signature of Party or Attorney
---	---	--------------------------------



1 CRAIG G. STAUB, Bar No. CA 172857  
2 LITTLER MENDELSON  
3 A Professional Corporation  
4 2049 Century Park East  
5 5th Floor  
6 Los Angeles, CA 90067-3107  
7 Telephone: 310.553.0308  
8 Fax No.: 310.553.5583

9 Attorneys for Defendants  
10 UAL CORPORATION, FRANK COLOSI AND  
11 JONI TERAGAWACHI

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 COUNTY OF LOS ANGELES

14 DONNA M. TRAPP, an individual,

15 Plaintiff,

16 Case No. BC 341429

17 v.  
18 UAL CORPORATION aka UNITED  
19 AIRLINES; JONI TECHAWASHI;  
20 FRANK COLOSI; JO MARGOLF; and  
21 DOES 1 to 25, Inclusive.

22 Defendants.

23 SUGGESTION OF BANKRUPTCY AND  
24 NOTICE OF DISCHARGE

CONFIRMED COPY  
OF ORIGINAL FILED  
Los Angeles Superior Court

FEB - 7 2006

John A. Clarke, Executive Officer/Clerk  
By L. ZULUETA, Deputy

1 TO THE CLERK OF THE COURT AND PLAINTIFF DONNA M. TRAPP IN PRO PER:

2 PLEASE TAKE NOTICE that on the 9th day of December 2002, the United States  
 3 Bankruptcy Court for the Northern District of Illinois, Eastern Division (the "Bankruptcy Court"),  
 4 entered an Order for Relief under Title 11 of Chapter 11 of the United States Code in each of the  
 5 following cases:

6 UAL Corporation, Case No. 02-48191;  
 7 UAL Loyalty Services, Inc., Case No. 02-48192;  
 Confetti, Inc., Case No. 02-48193;  
 8 Mileage Plus Holdings, Inc., Case No. 02-48194;  
 Mileage Plus Marketing, Inc., Case No. 02-48195;  
 9 MyPoints.com, Inc., Case No. 02-48196;  
 Cybergold, Inc., Case No. 02-48197;  
 10 iTarget.com, Case No. 02-48198;  
 MyPoints Offline Services, Inc.; Case No. 02-48199;  
 11 UAL Company Services, Inc., Case No. 02-48200;  
 Four Star Leasing, Inc.; Case No. 02-48201  
 12 UAL Benefits Management, Inc.; Case No. 02-48202;  
 Domicile Management Services, Inc.; Case No. 02-48203;  
 13 Air Wisconsin, Inc.; Case No. 02-48204  
 Air Wis Services, Inc.; Case No. 02-48205  
 14 United BizJet Holdings, Inc., Case No. 02-48206;  
 BizJet Charter, Inc., Case No. 02-48207;  
 15 BizJet Fractional, Inc., Case No. 02-48208;  
 BizJet Services, Inc., Case No. 02-48209;  
 16 United Airlines, Inc., Case No. 02-48210;  
 Kion Leasing, Inc., Case No. 02-48211;  
 17 Premier Meeting and Travel Services, Inc., Case No. 02-48212;  
 United Aviation Fuels Corporation, Case No. 02-48213;  
 18 United Cogen, Inc., Case No. 02-48214;  
 Mileage Plus, Inc., Case No. 02-48215;  
 19 United GHS, Inc., Case No. 02-48216;  
 United Worldwide Corporation, Case No. 02-48217;  
 20 United Vacations, Inc., Case No. 02-48218; (collectively, the "Debtors").

23 PLEASE TAKE FURTHER NOTICE that pursuant to 11 U.S.C. § 362(a), the  
 24 Debtors' filing of their respective voluntary petitions operates as a stay, applicable to all entities, of,  
 25 among other things: (a) the commencement or continuation of all judicial, administrative, or other  
 26 actions or proceedings against the Debtors (i) that were or could have been commenced before the  
 27 commencement of the Debtors' cases or (ii) to recover any claims against the Debtors that arose  
 28

1 before the commencement of the Debtors' cases; (b) the enforcement, against the Debtors or against  
 2 any property of the Debtors' bankruptcy estates, of a judgment obtained before the commencement  
 3 of the Debtors' cases; or (c) any act to obtain possession of property of or from the Debtors'  
 4 bankruptcy estates, or to exercise control over property of the Debtors' bankruptcy estates.  
 5

6 **PLEASE TAKE FURTHER NOTICE** that the Bankruptcy Court entered an order  
 7 (the "Confirmation Order") on January 20, 2006 (the "Confirmation Date") confirming the *Debtors'*  
 8 *Second Amended Plan of Reorganization Pursuant to Chapter 11 of the United States Bankruptcy*  
 9 *Code* (the "Plan").<sup>1</sup> On February 1, 2006, the Plan became effective. As set forth more specifically  
 10 therein, the terms of the Plan and the Plan Supplement are effective immediately upon entry of the  
 11 Confirmation Order and enforceable and deemed binding upon the Debtors, the Reorganized  
 12 Debtors, and any and all Holders of Claims or Interests (irrespective of whether such Claims or  
 13 Interests are impaired under the Plan or whether the Holders of such Claims or Interests accepted or  
 14 are deemed to have accepted the Plan), all entities that are parties to or are subject to the settlements,  
 15 compromises, releases, discharges, and injunctions described in the Plan or herein, each Person  
 16 acquiring property under the Plan, and any and all non-Debtor parties to executory contracts and  
 17 unexpired leases with the Debtors.  
 18

19 A copy of the Confirmation Order, which has the Plan attached thereto as Exhibit A,  
 20 can be obtained from the Debtors' private website: <http://www.pd-ual.com> or by written request to  
 21 the Debtors' Solicitation Agent: Poorman-Douglas Corporation, Attn: UAL Balloting, 10300 SW  
 22 Allen Boulevard, Beaverton, Oregon 97005; telephone (877) 752-5527.  
 23

24  
 25  
 26  
 27 <sup>1</sup> All capitalized terms used, but not defined herein, shall have the meaning attributed to such terms in the Plan or the  
 28 Disclosure Statement, as applicable.

1                   This Notice discusses certain key relevant future dates and deadlines with respect to  
 2 the Plan. This discussion is supplemented by, and entirely subject to, the terms of the Confirmation  
 3 Order and Plan themselves which shall govern in all events.  
 4

5                   **PLEASE TAKE FURTHER NOTICE** that pursuant to 11 U.S.C. § 1141(d) and the  
 6 terms of the Plan, the Bankruptcy Court's entry of the Confirmation Order discharges and releases  
 7 the Debtors from Claims and Causes of Action of any nature whatsoever, including any interest  
 8 accrued on Claims from and after the Petition Date, whether known or unknown, against, liabilities  
 9 of, liens on, obligations of, rights against, and Interests in, the Debtors or any of their assets or  
 10 properties, regardless of whether any property shall have been distributed or retained pursuant to the  
 11 Plan on account of such Claims, rights, and Interests, including, without limitation, demands,  
 12 liabilities, and Causes of Action that arose before the Confirmation Date, any liability (including  
 13 withdrawal liability) to the extent such Claims relate to services performed by employees of the  
 14 Debtors prior to the Confirmation Date and that arise from a termination of employment or a  
 15 termination of any employee or retiree benefit program regardless of whether such termination  
 16 occurred prior to or after the Confirmation Date, and all debts of the kind specified in Sections  
 17 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not (i) a Proof of Claim or  
 18 Interest based upon such debt, right, or Interest is Filed or deemed Filed pursuant to Section 501 of  
 19 the Bankruptcy Code, (ii) a Claim or Interest based upon such debt, right, or Interest is allowed  
 20 pursuant to Section 502 of the Bankruptcy Code, or (iii) the Holder of such a Claim, right, or Interest  
 21 has accepted the Plan.  
 22  
 23  
 24  
 25  
 26  
 27  
 28

1                   **PLEASE TAKE FURTHER NOTICE** that pursuant 11 U.S.C. § 524(a) and the  
2 terms of the Plan, the discharge operates as an injunction against the commencement or continuation  
3 of an action, the employment of process, or an act, to collect, recover or offset any debt that is  
4 discharged under the Plan.

5  
6 Dated: February 7, 2006

7  
8  
9                     
10                   CRAIG G. STAUB  
11                   LITTLER MENDELSON  
12                   A Professional Corporation  
13                   Attorneys for Defendants  
14                   UAL CORPORATION, FRANK COLOSI  
15                   AND JONI TERAGAWACHI

**PROOF OF SERVICE BY MAIL**

I am employed in Los Angeles County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 2049 Century Park East, 5th Floor, Los Angeles, California 90067-3107. I am readily familiar with this firm's practice for collection and processing of correspondence for mailing with the United States Postal Service. On February 7, 2006, I placed with this firm at the above address for deposit with the United States Postal Service a true and correct copy of the within document(s):

**SUGGESTION OF BANKRUPTCY AND NOTICE OF  
DISCHARGE**

in a sealed envelope, postage fully paid, addressed as follows:

Donna M. Trapp, In Pro Per  
6615 Pacific Avenue  
Apt. 101  
Playa Del Rey, CA 90292

Following ordinary business practices, the envelope was sealed and placed for collection and mailing on this date, and would, in the ordinary course of business, be deposited with the United States Postal Service on this date.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on February 7, 2006, at Los Angeles, California.

Barbara Nikitas  
Barbara Nikitas

B 104  
(Rev. 8/99)ADVERSARY PROCEEDING COVER SHEET  
(Instructions on Reverse)ADVERSARY PROCEEDING NUMBER  
(Court Use Only)

## PLAINTIFFS

DONNA M. TRAPP, IN PRO PER

Address  
6615 Pacific Avenue  
Ap. 101  
Playa Del Rey, CA 90292

ATTORNEYS (Firm Name, Address, and Telephone No.)

Donna M. Trapp, In Pro Per  
6615 Pacific Avenue  
Apt. 101  
Playa Del Rey, CA 90292

## DEFENDANTS

UAL CORPORATION aka UNITED AIRLINES, FRANK COLOSI  
AND JONI TERAGAWACHI FILED

Address

FB - 8 2006

CLERK, U.S. BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA  
Deputy Clerk

ATTORNEYS (if Known)

Craig G. Staub  
Littler Mendelson  
2049 Century Park East  
Fifth Floor

Phone: 310.553.0308

Fax: 310.553.5583

PARTY (Check one box only)

 1 U.S. PLAINTIFF  2 U.S. DEFENDANT  3 U.S. NOT A PARTY

## CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED)

Complaint for discrimination and harassment on the basis of age and disability..

Removal to Bankruptcy court from State Court pursuant to 28 U.S.C. §§ 1452, 1441 and 1334.

## NATURE OF SUIT

(Check the one most appropriate box only.)

<input type="checkbox"/> 454 To Recover Money or Property	<input type="checkbox"/> 455 To revoke an order of confirmation of a Chap. 11, Chap. 12, or Chap. 13	<input type="checkbox"/> 456 To obtain a declaratory judgment relating to any of foregoing causes of action
<input type="checkbox"/> 435 To Determine Validity, Priority, or Extent of a Lien or Other Interest in Property	<input type="checkbox"/> 426 Plan To determine the dischargeability of a debt 11 U.S.C. § 523	<input type="checkbox"/> 459 To determine a claim or cause of action removed to a bankruptcy court
<input type="checkbox"/> 458 To obtain approval for the sale of both the interest of the estate and of a co-owner in property	<input type="checkbox"/> 434 To obtain an injunction or other equitable relief	<input checked="" type="checkbox"/> 498 Other (specify) Employment Litigation
<input type="checkbox"/> 424 To object or to revoke a discharge 11 U.S.C. § 727	<input type="checkbox"/> 457 To subordinate any allowed claim or interest except where such subordination is provided in a	

ORIGIN OF PROCEEDINGS  
(Check one box only.) 1 Original Proceeding 2 Removed Proceeding 4 Reinstated or Reopened 5 Transferred from Another Bankruptcy Court CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23DEMAND  
\$ None specifiedOTHER RELIEF SOUGHT  
N/A JURY DEMAND

## BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES

NAME OF DEBTOR  
UAL CorporationBANKRUPTCY CASE NO.  
02-48191DISTRICT IN WHICH CASE IS PENDING  
Northern District of Illinois

DIVISIONAL OFFICE

NAME OF JUDGE  
Judge Eugene Wedoff

## RELATED ADVERSARY PROCEEDING (IF ANY)

PLAINTIFF  
Donna M. TrappDEFENDANT  
UALADVERSARY PROCEEDING NO.  
LA 0302824ESDISTRICT  
Central

DIVISIONAL

NAME OF JUDGE  
Erithe A. SmithFILING FEE  
(Check one box only.) FEE ATTACHED FEE NOT REQUIRED FEE IS DEFERREDDATE  
February 7, 2006PRINT NAME  
Craig G. Staub

SIGNATURE OF ATTORNEY FOR PLAINTIFF